

Division of Transportation System Development
North Central Region
510 N. Hanson Lake Road
Rhineland, WI 54501

Governor Tony Evers
Secretary Craig Thompson
wisconsin.gov
Phone: (715) 365-3490
FAX: (715) 365-5780
Email: ncr.dtsd@dot.wi.gov



April 11, 2019

PROSPECTIVE BIDDERS

RE: Public sealed bid sale of Surplus State-Owned Land, Portage County
Bid Opening – Wednesday, **June 5, 2019, 1:30 p.m.**
6414-00-25, Parcel 181 improved surplus parcel
2326 Post Road
Village of Whiting, WI

The Wisconsin Department of Transportation (WisDOT) solicits your sealed bid for the purchase of the above-referenced surplus real estate. This improved surplus property consists of +/- 0.37 acres (16,143 square feet) of land plus a 6,080 square foot industrial/warehouse building located at 2326 Post Road, Village of Whiting, Stevens Point, WI. There is one access to Post Road. The property is currently zoned C-1 Commercial district, Village of Whiting. The parcel identification number is 171-27-030801.

If you are interested in bidding on this property, carefully read the instructions in the enclosed bulletin. In addition to terms of sale, the materials enclosed also contain a sample deed and legal description of the property with deed restrictions, a property location map, photos and the official forms on which your bid must be submitted.

The minimum acceptable bid for this property is based on a current appraisal. The appraised value of the subject property is **\$192,000**. A copy of the appraisal is available on the website at: <https://wisconsin.gov/Pages/doing-business/real-estate/landsales/default.aspx> and then click on the North Central Region, or a copy will be sent upon request.

WisDOT reserves the right to reject any and all bids. A bid deposit in the form of a certified check or cashier's check or money order in the amount of ten (10%) of the bid amount must accompany the bid. Checks should be made payable to the Wisconsin Department of Transportation. In the event WisDOT accepts a bid, any deposit made by the winning bidder will be applied toward the purchase price. The bid deposits of unsuccessful bidders will be returned.

All bids must be received **prior to 1:30 p.m. on Wednesday, June 5, 2019**. The bid opening will be at 1:30 p.m. June 5, 2019 at the Wisconsin Dept. of Transportation's Division of Transportation Systems Development, North Central Office, located at 510 N. Hanson Lake Road, Rhineland, WI. Your attendance at the bid opening is welcome but is not a requirement. If you need directions to our office or clarification of the bid instructions, I will be happy to assist you. I can be reached at 715-365-5766.

Sincerely,

A handwritten signature in black ink that reads "Patricia Massino".

Patricia Massino/ bks
WisDOT Real Estate Specialist Sr.

Enclosures

WISCONSIN DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SYSTEMS DEVELOPMENT
NORTH CENTRAL REGION – RHINELANDER OFFICE

PUBLIC SEALED BID SALE
OF
SURPLUS LAND & COMMERCIAL BUILDING

BIDDERS BULLETIN
(Contains Official Bid Forms)

LOCATION OF SUBJECT PROPERTY

+/-0.37 acres (16,143 sq ft) of land, plus 6,080 square foot industrial/warehouse building
2326 Post Road, Village of Whiting, Stevens Point, WI 54481
Lot 8, Block 3 of Assessor's Plat of McDill, located in the SE ¼ - NE ¼, S9 T23N R8E
PIN # 191-27-030801
Portage County, WI

Project ID 6414-00-25, parcel 181

BIDS MUST BE RECEIVED BEFORE:

1:30 p.m. on Wednesday, June 5, 2019

at the

WISCONSIN DEPARTMENT OF TRANSPORTATION
NORTH CENTRAL REGION - RHINELANDER OFFICE
REAL ESTATE UNIT
510 NORTH HANSON LAKE ROAD
RHINELANDER, WI 54501
ATTENTION: PATRICIA MASSINO

BID OPENING

1:30 p.m., Wednesday, June 5, 2019



Transportation Systems Development, North Central Region (Rhineland)
Department of Transportation
Real Estate Unit
510 N. Hanson Lake Road
Rhineland, WI 54501
Phone: (715) 365-5766

TABLE OF CONTENTS

	<u>Page</u>
GENERAL INFORMATION APPLYING TO ALL SURPLUS LAND SALES.....	1
GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE	1
GENERAL TERMS OF SALE.....	1
1. Deadline for Bid Opening	1
2. Award of Bid	1
3. Modification or Withdrawal of Bids	1
4. Notice of Acceptance or Rejection of Bids	1
5. Contract for Sale	1
6. Grounds for Rejection of Bids	2
7. Forfeiture of Bid Deposit.....	2
8. Transfer of Title	2
9. Recording Fees	2
10. Final Payment to Seller and Recording of Deed	2
11. Delivery of Deed	2
12. Title Evidence	2
13. Special Assessments	2
14. Real Estate Taxes	2
15. Inspections	3
INSTRUCTIONS TO BIDDERS.....	4
1. Special Bid Forms	4
2. Bid Envelope	4
3. Bids Executed by Agents of Bidder.....	4
4. Deposit Must Accompany Bid	4
5. Minimum Bid Required.....	4
6. Bid MUST be delivered by Deadline	4
OFFICIAL BID FORMS	5 & 6
ATTACHMENTS:	
SAMPLE QUIT CLAIM DEED WITH LEGAL DESCRIPTION & DEED RESTRICTIONS ATTACHED	Attachment 1
UTILITY EASEMENT	Attachment 2
LOCATION MAPS	Attachment 3
GIS AERIAL MAP	Attachment 4
PHOTOGRAPHS	Attachment 5
PLAT	Attachment 6

GENERAL INFORMATION APPLYING TO ALL SURPLUS LAND SALES

The Department of Transportation (also referred to as the "Department") urges you to visit and inspect the surplus parcel you are interested in before you bid. All lands will be conveyed on an "as is" basis. Ignorance of any condition of the site will not allow you to withdraw or adjust a bid after it is opened.

We urge you to secure firsthand information about the local real estate tax rate, utility services, zoning ordinances and building codes. With that information, you will be in a position to accurately determine the utility of the land and to prepare a bid reflective of that utility.

GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE

1. Location: 2326 Post Road, Village of Whiting, Stevens Point, WI, Portage County, WI.
2. PIN #: 191-27-030801
3. Area of Site: \pm 0.37 acres (16,143 square feet) land, plus 6,080 square foot industrial/warehouse building
4. Zoning: C-1 Commercial district, Village of Whiting
5. Sample Quit Claim Deed with legal description and deed restrictions: See Attachment 1.
6. Taxes or Assessments Levied against Site: None known. Any taxes or assessments will be the responsibility of the Purchaser.
7. Access: Post Road.
8. Utilities: Municipal water and sewer service.
9. Easements: Subject to Electric Overhead and Underground Easement recorded as document 846184. See Attachment 2. Subject to Temporary Limited Easement for duration of Post Road Phase 2 & 3 reconstruction project.
10. Site has limited parking area.
11. Closing to be on or after August 1, 2019.

GENERAL TERMS OF SALE

1. Deadline for Bid Opening
It shall be your duty as a bidder to see that your bid is delivered within the time and at the place prescribed in this bulletin. No bid received after the time fixed in this invitation for the opening of bids will be considered and those bids will be returned unopened. Bidders are welcome to attend the bid opening but attendance is not mandatory.
2. Award of Bid
After payment of the full bid price, the Department will award title of the Subject Property to the bidder whose bid conforms to the terms and conditions stated in this bulletin and is the highest dollar value over the stated minimum bid and is acceptable to the Department. The Department reserves the right to reject all bids if no bid is received which would be in the best interest of the Department to accept. The Department reserves the right to withdraw the offered parcel from sale any time prior to the bid opening. The Department will reserve the parcel in the successful bidder's name for a period of 60 days, during which time the successful bidder shall complete the sale by payment of the outstanding balance and recording fees. In the event two or more acceptable high bids are received that are equal in all respects, the selection will either be made by a lottery limited to the tied bidders, or will be re-advertised for bid based on the discretion of the Department.
3. Modification or Withdrawal of Bids
The Department of Transportation will not entertain claims from bidders for withdrawal or modification of bids after the bid opening because of ignorance of the condition of the Subject Property offered for sale or misinterpretation of the terms and conditions of the sale. Submittal of a bid shall constitute knowledge by the bidder of all conditions, requirements, and descriptions contained herein.
4. Notice of Acceptance or Rejection of Bids
You will be notified by mail of acceptance or rejection of your bid within twenty (20) business days after the day of bid opening.
5. Contract for Sale
After the high bid has been accepted by the Department and the sale approved by the Region, Secretary, or

Governor (required approval is dependent on dollar value of proposed sale), a sale agreement between the successful bidder and the state shall exist. Such agreement shall constitute the whole contract to be succeeded only by the formal conveyance instrument unless modified in writing and signed by both parties. Neither oral statements or representations made by or for, or on behalf of either party shall become part of such contract; nor shall the contract or any interest therein be transferred or assigned by the successful bidder without written consent of the Department. Any assignment transaction without such consent shall negate the sale. (See Item 7 below.)

6. Grounds for Rejection of Bids

The Department expressly reserves the right to reject any and all bids when deemed as irregular or when not in the best interest of the Department to accept. Bids containing any qualifying or contingent clauses not mentioned in this bulletin will be declared irregular and rejected. Minor irregularities in the bid form such as misspelled words, may be waived and the bid accepted.

7. Forfeiture of Bid Deposit

In the event of a default by the winning bidder in the performance of the contract of sale created by the Department accepting that bid, the bid deposit shall be forfeited. The Department shall take such actions as it deems necessary and appropriate to enforce the contract. Those actions may include legal redress, awarding title to the second acceptable high bidder or re-advertising the site for sale.

8. Transfer of Title

Transfer of title to the Subject Property to the successful bidder will be via a Quit Claim Deed. The deed will be executed by the Department on behalf of the State of Wisconsin and will recite approval of the Governor as required by the Section 84.09(5), Wisconsin Statutes. A sample Quit Claim Deed, which includes the legal description and deed restrictions, is included as part of this bulletin. The successful bidder must be included as a grantee on the recorded conveyance.

9. Recording Fees

The buyer is responsible for the mandated recording fees, apart from the bid and as a condition of sale will be required to submit a separate check made payable to the Portage County Register of Deeds for these fees along with the final parcel payment. Said fees are \$30.00. No real estate transfer tax will be required to be paid, as property sold by the Department of Transportation is exempt.

10. Final Payment to Seller and Recording of Deed

In the event the Department accepts the highest bid, the winning bidder shall, on a mutually agreeable date not later than sixty (60) days after acceptance of the bid or if required, Secretary's or Governor's Approval of the sale, whichever is later, tender to the Department the balance of the purchase price. Upon receipt of that payment, the Wisconsin Department of Transportation will record the Quit Claim Deed at the Portage County Register of Deeds Office. Closing will be on or after August 1, 2019.

11. Delivery of Deed

Once the deed has been recorded, the Department will deliver the original deed to the purchaser.

12. Title Evidence

The buyer will assume the expense of procuring any abstracts or title insurance that may be required.

13. Special Assessments

The purchaser will assume the payment of any unpaid deferred charges or special assessments for public improvements levied against the subject property at the time of sale. Amounts of these outstanding charges will be disclosed in the bulletin if known. None are known to exist.

14. Real Estate Taxes

The purchaser will be liable for all general real estate taxes levied against the subject property after title is transferred.

15. Inspections

An early Inspection date is scheduled for **April 30, 2019** from 9:30 am – noon. Inspections will be subject to highway construction activity and limitations and **are subject to change**. Any qualified prospective bidder may request an alternate physical inspection date by calling 715-365-5766. Arrangements will be made as highway construction conditions allows. The property is being sold “as is” with no warranties as to condition or use. It is advised that all bidders research thoroughly, exercise due diligence and seek professional advice if necessary as in any real estate transaction.

INSTRUCTIONS TO BIDDERS

1. Special Bid Form

You must submit your bid on one of the two copies of the special Bid Form provided with this bulletin (Pages 5 & 6) and furnish all information requested. The second copy is provided for your records.

If your bid is submitted on forms other than those supplied in this bulletin, or if the bid fails to furnish all information required, the bid might be rejected at the sole option of the Department. Your bid should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing it. The bid must be signed in ink by you or your agent.

2. Bid Envelope

Your bid form must be placed in **an envelope clearly marked "SEALED BID SURPLUS LAND BID OPENING June 5, 2019, Project ID 6414-00-25, parcel 181"** with your name and address in the upper left-hand corner of this envelope. That envelope should then be placed inside a mailing envelope and mailed or delivered to the address listed on the first page of this bulletin. No responsibility will be implied to any employee of the Department for the premature opening of, or failure to open a bid, which is not properly addressed and marked.

3. Bids Executed by Agents of Bidder*

A bid executed by an attorney or agent on behalf of the bidder, shall be accompanied by an authenticated copy of his Power of Attorney or other written evidence of his authority to act on behalf of the bidder. *Brokers working with active clients shall be eligible for a 2.4% commission, to be taken out of the proceeds from the sale at closing.

4. Deposit Must Accompany Bid

The bid submitted must be accompanied by a bid deposit in the form of a certified check, cashier's check or money order payable to the "Wisconsin Department of Transportation" in the amount of ten percent (10%) of the amount bid for the subject property. Failure to provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the high bidder shall be applied toward payment of the bidder's obligation to the state. Bid deposits of unsuccessful bidders will be returned to bidders at the close of the bid opening or by mail without interest, as promptly as possible after the bid opening. **No personal checks or cash will be accepted. Bids containing those items will be summarily rejected.**

5. Minimum Bid is Required

The minimum acceptable bid for the parcel being offered for sale in this bulletin is **\$192,000.00**. No bids less than that amount will be accepted. Title to the property will be awarded to the party making the highest bid in acceptable form over the above stated minimum figure that is a bid deemed to be in the best interest of the State. The Department of Transportation retains the right to reject any and all offers that are not in the best interest of the Department to accept.

6. Bid Must be Delivered by Deadline

Bids **must** be in the hands of WisDOT; Division of Transportation Systems Development – Real Estate, North Central Region – Rhinelander, Real Estate Unit, 510 N. Hanson Lake Road, Rhinelander, WI 54501, Attention: Patricia Massino **before 1:30 p.m. Wednesday, June 5, 2019.** There are no exceptions to this deadline. Bids, whether hand delivered or mailed, that are received after the above stated deadline will not be opened and will be returned to the bidder.

SPECIAL BID FORM
WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF SYSTEMS DEVELOPMENT- REAL ESTATE
NORTH CENTRAL REGION - RHINELANDER

OFFICIAL BID FORM FOR PURCHASE OF STATE-OWNED SURPLUS LAND

BIDS DUE: **Prior to 1:30 p.m., Wednesday, June 5, 2019**
AT: NC Region Office, 510 N. Hanson Lake Road, Rhineland, WI, 54501

BID OPENING: 1:30 p.m., Wednesday, June 5, 2019
AT: NC Region Office, 510 N. Hanson Lake Road, Rhineland, WI, 54501

PROPERTY LOCATION: ± 0.37 acres (16,143 sq ft) of land, plus 6,080 square foot industrial/warehouse building
2326 Post Road, Village of Whiting, Stevens Point, WI 54481
Lot 8, Block 3 of Assessor's Plat of McDill, located in the SE ¼ - NE ¼, S9 T23N R8E
Portage County, WI

PROJECT ID: 6414-00-25, parcel 181

I hereby submit a bid of _____ Dollars (\$_____) for the above-described tract of land subject to the terms and conditions previously described in the bulletin.

Payment Schedule:

This bid is accompanied by a 10% bid deposit in the form of a certified check, cashier's check or money order in the amount of _____ Dollars and ____/100 (\$_____). Check to be made payable to: **"Wisconsin Department of Transportation"**. In the event of any default by successful bidder in the performance of the contract sale created by acceptance of the bid and the approval of the sale by the State of Wisconsin, the deposit shall be forfeited and the Department of Transportation shall take such action as it deems necessary and appropriate to enforce the contract.

Signature of Bidder

Date

(Printed or typed name of Bidder)

(Telephone No.)

(Street Address)

(City) (State) (Zip Code)

Quit Claim Deed Grantee(s): In the event this bid is accepted, the Quit Claim Deed should name the following as grantee(s). Note: Please print clearly and spell names(s) exactly as you want them listed on the deed. (include middle initials, trust names, all parties, joint tenants, etc.)

Grantee(s): _____

All blanks on this form must be filled out completely and legibly, with any corrections initialed by person signing as bidder. Bidder's signature must be you or your agent, appear in ink and include a printed or typed name, as well as phone and mailing address. Keep one copy for your records.

Place in envelope marked: "Sealed Bid, Due June 5, 2019, Project I.D. # 6414-00-25, parcel 181 remnant"

SPECIAL BID FORM
WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF SYSTEMS DEVELOPMENT- REAL ESTATE
NORTH CENTRAL REGION - RHINELANDER

OFFICIAL BID FORM FOR PURCHASE OF STATE-OWNED SURPLUS LAND

BIDS DUE: **Prior to 1:30 p.m., Wednesday, June 5, 2019**
AT: NC Region Office, 510 N. Hanson Lake Road, Rhineland, WI, 54501

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AT: NC Region Office, 510 N. Hanson Lake Road, Rhineland, WI, 54501

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Lot 8, Block 3 of Assessor's Plat of McDill, located in the SE ¼ - NE ¼, S9 T23N R8E
Portage County, WI

PROJECT ID: 6414-00-25, parcel 181

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Payment Schedule:

This bid is accompanied by a 10% bid deposit in the form of a certified check, cashier's check or money order in the amount of _____ Dollars and ____/100 (\$ _____). Check to be made payable to: **"Wisconsin Department of Transportation"**. In the event of any default by successful bidder in the performance of the contract sale created by acceptance of the bid and the approval of the sale by the State of Wisconsin, the deposit shall be forfeited and the Department of Transportation shall take such action as it deems necessary and appropriate to enforce the contract.

Signature of Bidder

Date

(Printed or typed name of Bidder)

(Telephone No.)

(Street Address)

(City) (State) (Zip Code)

Quit Claim Deed Grantee(s): In the event this bid is accepted, the Quit Claim Deed should name the following as grantee(s). Note: Please print clearly and spell names(s) exactly as you want them listed on the deed. (include middle initials, trust names, all parties, joint tenants, etc.)

Grantee(s): _____

All blanks on this form must be filled out completely and legibly, with any corrections initialed by person signing as bidder. Bidder's signature must be you or your agent, appear in ink and include a printed or typed name, as well as phone and mailing address. Keep one copy for your records.

Place in envelope marked: "Sealed Bid, Due June 5, 2019, Project I.D. # 6414-00-25, parcel 181 remnant"

QUIT CLAIM DEED – STATE GRANTOR

Wisconsin Department of Transportation
 Exempt from fee s. 77.25(2) Wis. Stats.
 RE1563 08/2017

THIS DEED, made by the **State of Wisconsin, Department of Transportation**, GRANTOR, quit claims to **HIGHEST BIDDER**, GRANTEE(s), for the sum of _____ and **00/100 Dollars** (\$ _____) pursuant to Section 84.09(5) Wisconsin Statutes, the property described below.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Wisconsin Department of Transportation
 Patricia Massino
 510 N Hanson Lake Road
 Rhinelander, WI 54501

Parcel Identification Number/Tax Key Number
 191-27-030801

 Date

 Real Estate Manager Signature

 Print Name

 Date

State of Wisconsin

 County

)
) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

 Signature, Notary Public, State of Wisconsin

 Print Name, Notary Public, State of Wisconsin)

 Date Commission Expires



Q J 6 6 3 2 9 0

This instrument was drafted by:
 Wisconsin Department of Transportation

Project ID
 6414-00-25

Parcel No.:
 181

ATTACHMENT 1

LEGAL DESCRIPTION

Lot 8, Block 3 of Assessor's Plat of McDill, located in the SE ¼ – NE ¼, Section 9, Township 23 North Range 8 East, Village of Whiting, Portage County, Wisconsin.

Except, Parcel 181 of Transportation Project Plat 6414-00-25-4.11, recorded as document 766748, in Portage County, Wisconsin.

Said parcel contains 16,143 square feet, more or less.

It is expressly intended and agreed by and between the parties hereto that:

No advertising signs or billboards of any type shall be located, erected or maintained on the above-described lands, except for on-premise signs.

All existing public and private utilities and recreational trails located upon, over or under the above-described lands, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their transmission and/or distribution facilities located wholly or partially within the above-described lands as of the date of this instrument.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for the purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

In the event of a breach of any of the above non-discrimination covenants, the Wisconsin Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to, vest in, and become the absolute property of the Wisconsin Department of Transportation and its assigns.

The above-described lands shall be subject to all applicable zoning laws and/or ordinances, and all easements, reservations, and restrictions of record, including the Temporary Limited Easement referenced and shown on Parcel 181 of Transportation Project Plat 6414-00-25-4.11, recorded as document 766748, in Portage County, Wisconsin.

These covenants, burdens and restrictions shall run with the land and shall forever bind the grantee, its successors and assigns; and, upon breach or failure of all or any part thereof, the State of Wisconsin, Department of Transportation (WisDOT) may bring an action in the courts of this state to enforce said restriction, and shall recover in any such action its costs and expenses of enforcing the restriction, including actual attorneys fees, from the owner of the property, his successors, assigns, trustees, personal representative or administrators.

ATTACHMENT 2



Wisconsin Public Service Corporation

700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

January 15, 2019

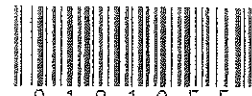
Wisconsin Department of Transportation
Attention: Patricia Massino
510 North Hanson Lake Road
Rhineland, WI 54501-9912

I have included a copy of the recorded Electric Overhead and Underground Easement, RE#1006110, per your request. Please let us know if you have any questions or concerns.

Sincerely,

Sarah A. Davis

Real Estate Department
Office: 920-433-2269
Sarah.Davis@wisconsinpublicservice.com



Tx:4150271

846184

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
12/25/2018 02:19 PM

REC FEE: 30.00
TRANSFER FEE:
PAGES: 4
FEE EXEMPT:

1006110 WPSC

DOCUMENT NUMBER

ELECTRIC OVERHEAD AND UNDERGROUND EASEMENT

THIS INDENTURE is made this 6th day of NOV, 2018, by and between **State of Wisconsin, Department of Transportation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 8 of Block 3 of the recorded plat of Assessor's Plat of McDill; being part of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section 9, Township 23 North, Range 8 East, **Village of Whiting, County of Portage, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
19127030801

1. **Purpose: ELECTRIC OVERHEAD AND UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

ATTACHMENT 2

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

ATTACHMENT 2

WITNESS the hand and seal of the Grantor the day and year first above written.

State of Wisconsin, Department of Transportation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF

COUNTY OF

This instrument was acknowledged before me this 6th day of November, 2018, by the above-named Brent L. Stella
State of Wisconsin, Department of Transportation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name

Print Name

Notary Public, State of

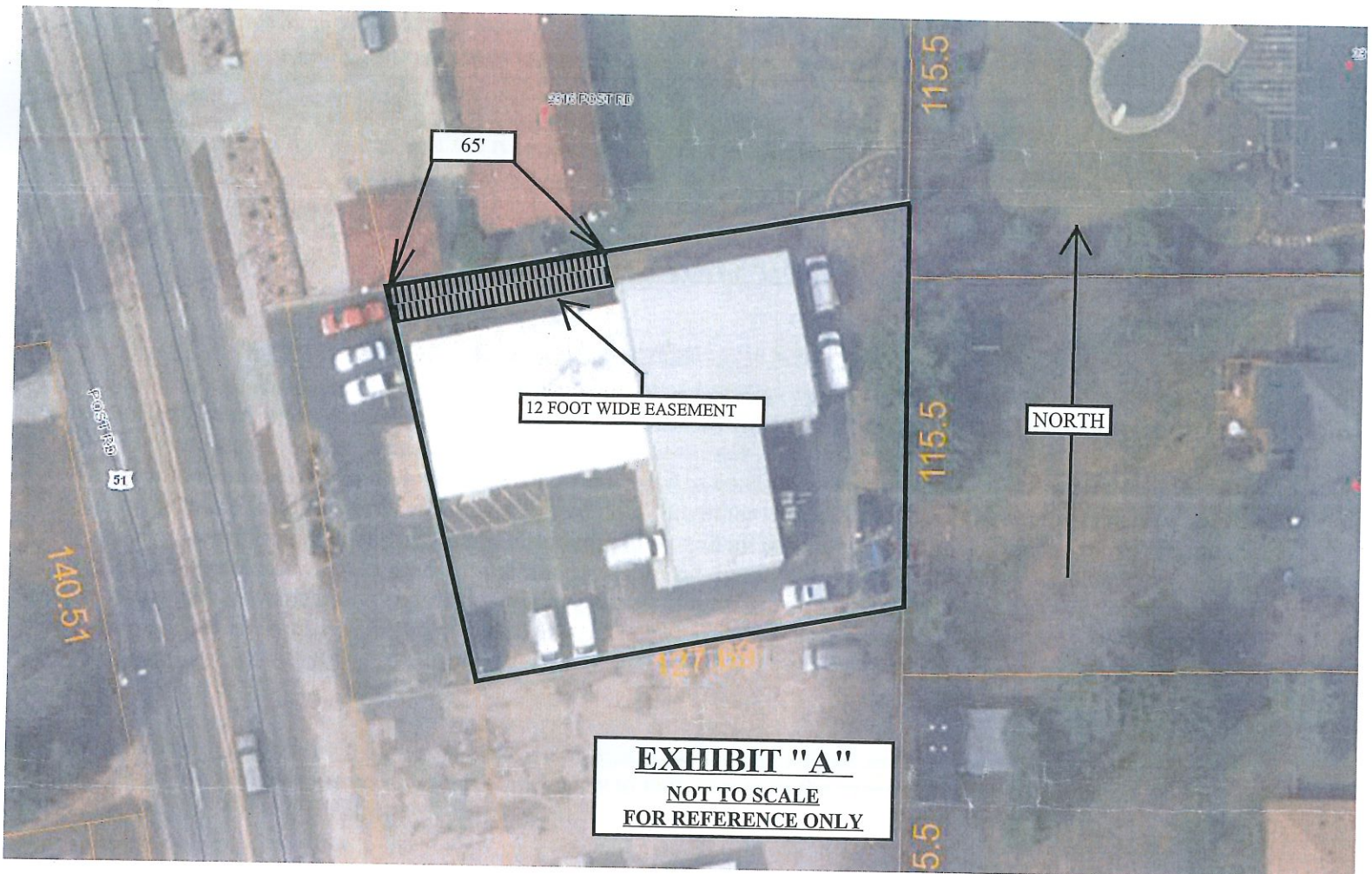
My Commission expires:

This instrument drafted by: Peter Fontana

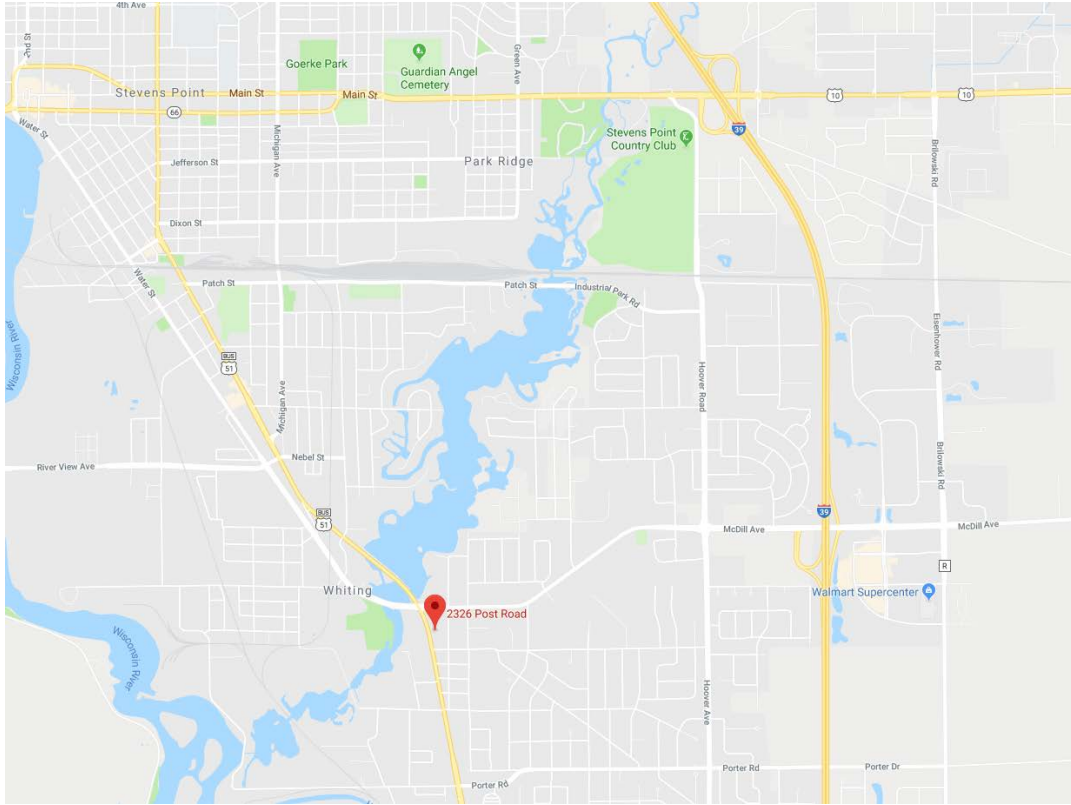
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
November 6, 2018	Portage	Village of Whiting	2316 Post Rd	19127030801
Real Estate No.	WPSC District	WR#	WR Type	I/O
1006110	Stevens Point-64	2755885	ERU	

ATTACHMENT 2

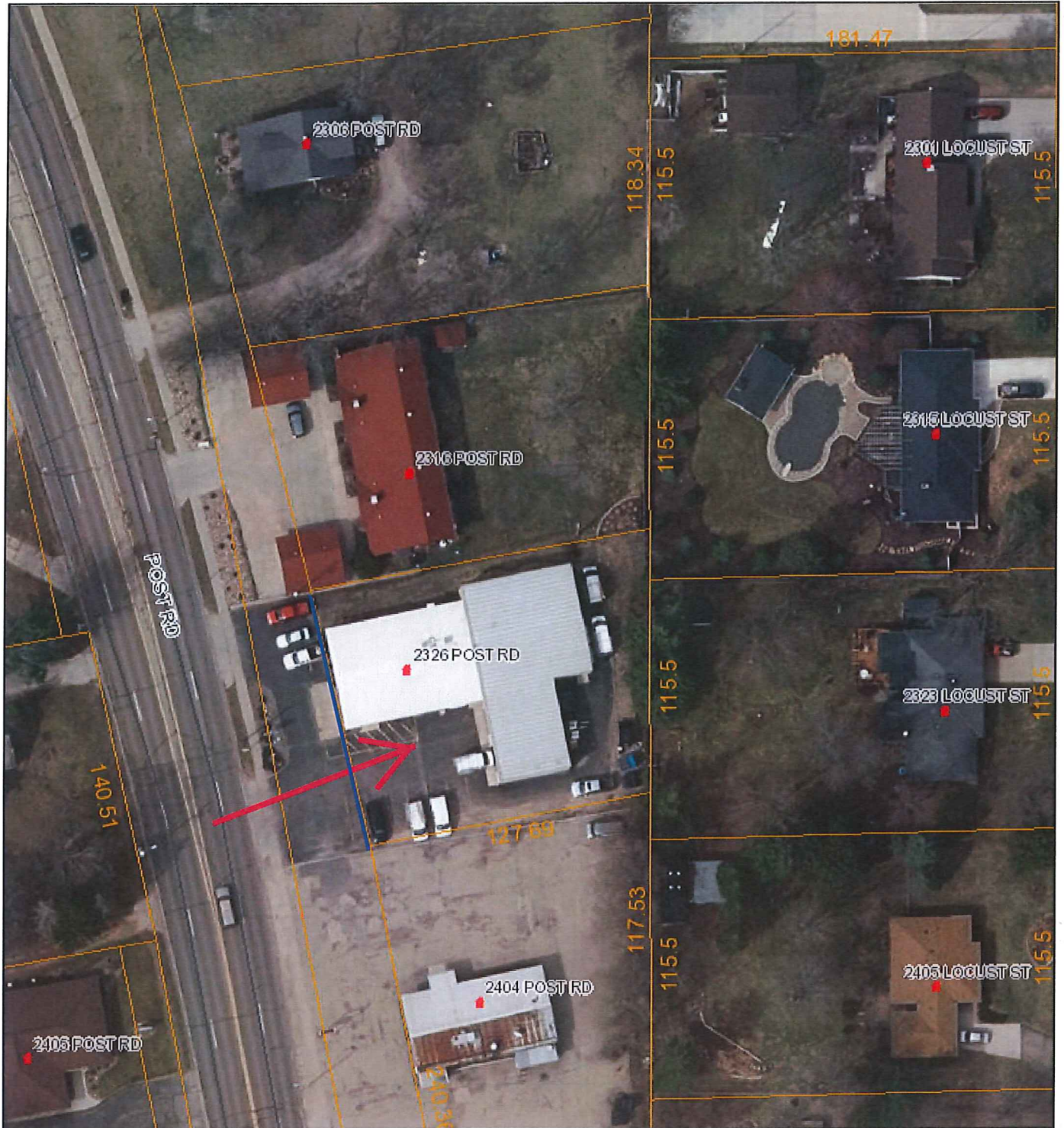


ATTACHMENT 3
LOCATION AND AERIAL MAPS
6414-00-25, Parcel 181



ATTACHMENT 4

Parcel 181, 6414-00-25

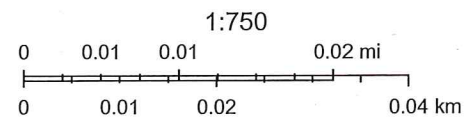


April 17, 2018

- Parcel Boundaries
- Address Points

Special Flood Hazard

- Floodway, Base flood elevations determined
- Floodfringe, 1% Annual flood hazard, Base flood elevations determined
- Zone A, 1% Annual flood hazard, No base flood elevations determined



ATTACHMENT 5
PHOTOGRAPHS



